

Union Pacific Corporation



Jack E. Jerrett
Senior Corporate Attorney

October 27, 1989

RECORDATION NO. 7329-15
NOV 7 1989 -10 10 AM
INTERSTATE COMMERCE COMMISSION
9-311A00C

AIRBORNE EXPRESS

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
17th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Missouri Pacific Railroad Equipment
Trust Series LL; Agreement dated as
of February 1, 1974

Dear Ms. McGee:

Enclosed please find an original and two counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of October 13, 1989, by Chemical Bank as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 7329.

I have enclosed a fee of \$13. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed. A postage paid, addressed envelope is enclosed for your convenience.

Sincerely,

JEJ:nr

Enclosures

CC: Edwin A. Willis
Robert E. Bartos

RECORDATION NO. 7329-B FILED 1425

NOV 7 1989 -10 10 AM

INTERSTATE COMMERCE COMMISSION

BILL OF SALE
AND
DECLARATION OF PAYMENT

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (formerly a Missouri corporation) (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of February 1, 1974, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on February 1, 1974 and assigned Recordation No. 7329; a Supplemental Agreement, dated as of March 9, 1976, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 29, 1976 and assigned Recordation No. 7329-A; a Supplemental Agreement, dated as of May 3, 1977, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on May 16, 1977 and assigned Recordation No. 7329-B; a Supplemental Agreement, dated as of June 19, 1978, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 27, 1978 and assigned Recordation No. 7329-C; a Supplemental Agreement, dated as of April 4, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on April 13, 1979 and assigned Recordation No. 7329-D; a Supplemental Agreement, dated as of May 30, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section

11303 on June 26, 1980 and assigned Recordation No. 7329-E; and a Supplemental Agreement, dated as of March 9, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 23, 1982 and assigned Recordation No. 7329-F (the Equipment Trust Agreement, as amended, being hereinafter referred to as the "Agreement") covering the construction and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$10,875,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates Series LL; and

WHEREAS, on February 1, 1989, the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the

Agreement, it being understood that the Trustee makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the Agreement or that the Equipment has not become worn out, lost, destroyed or otherwise rendered unsuitable for use.

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this *13TH* day of *OCTOBER*, 1989.

CHEMICAL BANK,
As Trustee

By: *R. L. Lunsford*

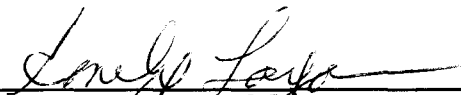
SENIOR TRUST OFFICER

Attest:

M. L. Lunsford

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 18TH day of OCTOBER, 1989, before me personally appeared R. LORENZEN, to me personally known, who being by me duly sworn, said that he is a SENIOR TRUST OFFICER of Chemical Bank, the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.



Notary Public

EMILY FAYON
Notary Public, State of New York
NO. 24-4727006
Qualified in Kings County
Certified in New York County
Commission Expires December 31, 1989

EQUIPMENT TRUST AGREEMENT SERIES LL
DATED FEBRUARY 1, 1974
DESCRIPTION OF EQUIPMENT AS OF DECEMBER 31, 1988

BOX CARS

253202 - 253204	Incl.	253326 - 253327	Incl.
253206 - 253207	Incl.	253329 - 253330	Incl.
253210		253338 - 253339	Incl.
253214		253342 - 253343	Incl.
253218		253345 - 253346	Incl.
253220		253349	
253223 - 253226	Incl.	253351 - 253352	Incl.
253228		253355 - 253356	Incl.
253235		253358	
253237 - 253241	Incl.	253366	
253244		253368	
253247 - 253250	Incl.	253370 - 253371	Incl.
253252		253373 - 253375	Incl.
253257 - 253258	Incl.	253377	
253260 - 253263	Incl.	253379 - 253380	Incl.
253266		253382 - 253383	Incl.
253268 - 253274	Incl.	253386	
253276 - 253277	Incl.	253389 - 253390	Incl.
253279		253392	
253282		253396	
253285		253398	
253287 - 253289	Incl.	253400 - 253402	Incl.
253292		253405	
253296 - 253297	Incl.	253412 - 253413	Incl.
253300 - 253302	Incl.	253418	
253306 - 253310	Incl.	253420 - 253421	Incl.
253312		253423 - 253425	Incl.
253316		253429 - 253431	Incl.
253320 - 253321	Incl.	253443 - 253446	Incl.
253323		253448 - 253449	Incl.

FLAT CARS

819800 - 819815	Incl.
819817 - 819830	Incl.
819832 - 819839	Incl.

CABOOSES

13636		13653 - 13654	Incl.
13639 - 13647	Incl.	13657 - 13658	Incl.
13649 - 13650	Incl.	13661 - 13663	Incl.

ALL STEEL CABOOSE

13711

FLAT CAR

819791

BOX CAR

793006

COVERED HOPPER CAR

723367

OPEN HOPPER CARS

582456 - 582457 Incl.

BAY WINDOW CABOOSE

13883

AIRSLIDE HOPPER CAR

721981